

**RUIDOSO-RUIDOSO DOWNS REGIONAL WWTP
JOINT USE BOARD**

**PHASE 1A – SLUDGE HANDLING AND
ULTRAVIOLET DISINFECTION
FACILITIES – 2008**

**CHANGE ORDER NO. 06
FINAL CHANGE ORDER**

March 30, 2010

2701 Miles Rd. SE
Albuquerque, NM 87111
505-242-5700
Fax 242-0673



MOLZEN-CORBIN

& Associates

CHANGE ORDER

No. 06

(Instructions on reverse side)

PROJECT: Ruidoso-Ruidoso Downs Regional WWTP - Joint Use Board Phase 1A Sludge Handling and Ultraviolet Disinfection Facilities - 2008

DATE OF ISSUANCE: March 30, 2010 EFFECTIVE DATE: Date Approved by NMED

OWNER: Village of Ruidoso, Acting Fiscal Agent for the Ruidoso/Ruidoso Joint Use Board (JUB)

OWNER'S CONTRACT NO.: 08-001

CONTRACTOR: Tatsch Construction, Inc. ENGINEER: Molzen-Corbin & Associates

You are directed to make the following changes in the Contract Documents.

Description: Final Change for project closeout. Summary of Change Order No. 6 is included in Exhibit 1.

Reason for Change Order: See Exh. 2 for Liquidated Damages; Exh. 3 for Certificate of Substantial Completion/Final Inspection; Exh. 4 for Affidavit of Payment and Release of Liens; Exh. 5 for Certificate of Occupancy/Building Permit Inspection Sign-Off Sheet/Consent of Surety Company to Final Payment to Owner Village of Ruidoso/ Consent of Surety Company to Final Payment to Owner City of Ruidoso Downs, and Exh. 6 for Record Drawings & O&M Manuals and Certification of Project Acceptance and Performance.

Attachments (list documents supporting change): Reference Exhibits 1, 2, 3, 4, 5, and 6.

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Rows include Original Contract Price, Net changes from previous Change Orders, Contract Price prior to this Change Order, Net increase (decrease) of this Change Order, and Contract Price with all approved Change Orders.

RECOMMENDED: MOLZEN-CORBIN & ASSOCIATES By: Ron R. Martin Engineer (Authorized Signature)

Date: 3-30-2010

APPROVED: VILLAGE OF RUIDOSO By: [Signature] Owner-Agent (Authorized Signature)

Date: 5/17/10

ACCEPTED: TATSCH CONSTRUCTION, INC. By: [Signature] Contractor (Authorized Signature)

Date: 1 April 2010



APPROVED: CITY OF RUIDOSO DOWNS By: [Signature] Owner-Agent (Authorized Signature)

Date: 5/11/10

APPROVED: NEW MEXICO ENVIRONMENT DEPT. By: [Signature] Jim Chiasson, P.E., Technical Manager

Date: 6/1/2010

EXHIBIT 1

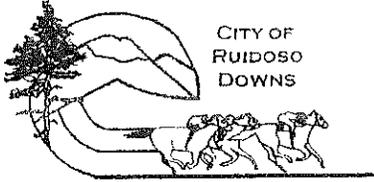
**SUMMARY OF
CHANGE ORDER NO. 6**

**RUIDOSO-RUIDOSO DOWNS REGIONAL WWTP
 PHASE 1A SLUDGE HANDLING AND ULTRAVIOLET DISINFECTION FACILITIES 2008
 CHANGE ORDER NO. 6 - FINAL CHANGE ORDER**

	<u>Amount (w/o Tax)</u>
<u>CHANGES</u>	
Liquidated Damages (80 calendar days at \$600.00 per calendar day), see Exhibit 2	\$ (48,000.00)
<u>HISTORY OF CHANGE TO CONTRACT PRICE (without NMGRT)</u>	
Original Contract Price	\$ 6,794,274.00
Change Order No. 1 Amount	\$ (22,505.16)
Change Order No. 1 Contract Price	\$ 6,771,768.84
Change Order No. 2 Amount	\$ 72,853.88
Change Order No. 2 Contract Price	\$ 6,844,622.72
Change Order No. 3 Amount	\$ 14,695.41
Change Order No. 3 Contract Price	\$ 6,859,318.13
Change Order No. 4 Amount	\$ 48,727.42
Change Order No. 4 Contract Price	\$ 6,908,045.55
Change Order No. 5 Amount	\$ (26,776.75)
Change Order No. 5 Contract Price	\$ 6,881,268.80
Net Changes From Previous Change Orders	\$ 86,994.80
<u>CHANGE ORDER NO. 6 CONTRACT PRICE</u>	
Change Order No. 5 Contract Price	\$ 6,881,268.80
Change Order No. 6 Amount (decrease)	\$ (48,000.00)
Change Order No. 6 Contract Price	\$ 6,833,268.80
<u>ORIGINAL CONTRACT TIME</u>	
Original Substantial Completion	June 13, 2009
Original Ready for Final Payment	July 3, 2009
<u>PREVIOUS CHANGE ORDER NO. 5 CONTRACT TIME</u>	
Change Order No. 5 Time Increase (calendar days)	0
Revised Substantial Completion	August 24, 2009
Revised Ready for Final Payment	September 13, 2009
<u>ACTUAL SUBSTANTIAL COMPLETION</u>	
Actual Substantial Completion Date	November 12, 2009
Previous Contract Substantial Completion Date (C.O. #5)	August 24, 2009
Calendar Days Over Contract Time	80
<u>CHANGE ORDER NO. 6 CONTRACT TIME INCREASE</u>	
Change Order No. 6 Time Increase (calendar days)	80
<u>CHANGE ORDER NO. 6 COMPLETION DATES</u>	
Change Order No. 6 Time Increase (calendar days)	80
Change Order No. 5 Substantial Completion Date	August 24, 2009
Revised Substantial Completion	November 12, 2009
Revised Ready for Final Payment	December 2, 2009

EXHIBIT 2

LIQUIDATED DAMAGES



The City of Ruidoso Downs

Mayor Tom Armstrong

December 15, 2009

Mr. Richard Rogers, Vice President
Tatsch Construction, Inc.
208 Highway 180 West
Silver City, New Mexico 88061

Re: Liquidated Damages-Phase 1A Regional Waste Water Treatment Plant

Pursuant to Article 3, Section 3.2 of the Contract Agreement dated September 22, 2008, you are hereby notified that liquidated damages will be assessed for the eighty (80) calendar days delay in completing the Phase 1A work at the rate of \$600.00 per calendar day. Contract date for substantial completion was adjusted by change order to August 24, 2009 but not attained until November 12, 2009, a delay of 80 calendar days. Liquidated damages will be included in a final adjusting change order.

Please call if you have any questions regarding this communication.

A handwritten signature in black ink, appearing to read "Cleatus Richards", written over a horizontal line.

Cleatus Richards
Public Works Director
City of Ruidoso Downs
575.378.6162

A handwritten signature in black ink, appearing to read "Randall Camp", written over a horizontal line.

Randall Camp
Public Works Director
Village of Ruidoso
575.937.7672

cc: Angel Campos M/C
Sandy Edens NMED

EXHIBIT 3

**CERTIFICATE OF
SUBSTANTIAL COMPLETION**

FINAL INSPECTION

CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Phase 1A – Sludge Handling and UV
Facilities – Ruidoso WWTP Project

CPB Project #: XP-976307-01 Phase 1A

Project: Phase 1A – Sludge Handling and UV Facilities –
Ruidoso WWTP Project

Contractor: Tatsch Construction

Address: 208 Highway 180 West
Silver City, New Mexico 88061

Location: Village of Ruidoso, New Mexico

Contract Work:

Sludge Thickening & Dewatering Facilities, Digester Blowers,
Aerobic Digester Structure, Ultraviolet Disinfection Facilities,
Temporary Waste Activated Sludge Pump Station, Two Drain Lift
Stations & associated Electrical Work.

Contract No.: 08-001

SUBSTANTIAL COMPLETION DATE:

9/29/09 - Digester Blowers, Aerobic Digester Structure and Associated Electrical Work.

11/4/09 - UV Disinfection Facilities and Associated Electrical Work.

11/12/09 - Sludge Thickening and Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and associated Electrical Work.

Complete

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. The Village of Ruidoso concurs with NMED's acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

PUNCH LIST: See Attached

A list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Prime Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by 04/30/2010. The punch list consists of 15 items.
Mo. Day Year

<u>Tatsch Construction</u> Contractor	<u>Richard A. Rojas</u> Representative	<u>3 Mar 2010</u> Date
<u>Molzen-Corbin & Associates</u> Architect/Engineer	<u>Willie Morris</u> Representative	<u>Mar 8, 2010</u> Date
<u>Village of Ruidoso, New Mexico</u> Community Name	<u>Willie Morris</u> Representative	<u>3/9/10</u> Date
	<u>CPB Project Manager</u>	<u>Date</u>

Attachments: Punch List

State of New Mexico
Environment Department
Construction Programs Bureau

CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Phase 1A – Sludge Handling and UV
Facilities – Ruidoso WWTP Project

CPB Project #: XP-966571-01 Phase 1A

Project: Phase 1A – Sludge Handling and UV Facilities –
Ruidoso WWTP Project

Contractor: Tatsch Construction

Address: 208 Highway 180 West
Silver City, New Mexico 88061

Location: Village of Ruidoso, New Mexico

Contract Work:

Sludge Thickening & Dewatering Facilities, Digester Blowers,
Aerobic Digester Structure, Ultraviolet Disinfection Facilities,
Temporary Waste Activated Sludge Pump Station, Two Drain Lift
Stations & associated Electrical Work.

Contract No.: 08-001

SUBSTANTIAL COMPLETION DATE:

9/29/09 - Digester Blowers, Aerobic Digester Structure and Associated Electrical Work.

11/4/09 - UV Disinfection Facilities and Associated Electrical Work.

11/12/09 - Sludge Thickening and Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and associated
Electrical Work.

Complete

Substantial Completion and warranty time periods affected are defined in the General Conditions of the Contract. All parties listed below have reviewed the work under this Contract and recommend issuance of the substantial completion. The Village of Ruidoso concurs with NMED's acceptance of the A/E's certification, will assume full possession and responsibility for the project or designated area, less punch list items, on the above listed Date. All warranties will start the day of substantial completion, with the exception of those items on the punch list, which will start on the date of Final Acceptance. The responsibility of the Contractor for heat, light, other utilities and Builders' Risk Insurance required by the Contract ceases at Substantial Completion. Other required insurance remains the Contractor's responsibility until the Certificate of Final Acceptance is issued.

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A list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Prime Contractor or Construction Manager is appended hereto. The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the Contract documents.

The Contractor shall complete or correct the work on the punch list appended hereto by 04/30/2010. The punch list consists of 15 items.
Mo. Day Year

Tatsch Construction

Richard A. Rojas
Representative

3 Mar 2010
Date

Contractor

Molzen-Corbin & Associates

[Signature]
Representative

Mar 8, 2010
Date

Architect/Engineer

City of Ruidoso Downs, New Mexico
Community Name

[Signature]
Representative

Mar 9 2010
Date

CPB Project Manager

Date

Attachments: Punch List

RUIDOSO PHASE 1A – SLUGE HANDLING AND UV FACILITIES

The majority of the punchlist items listed on the attached Final Inspection letter (November 18, 2009) have been completed, except for the following items.

PUNCHLIST:

1. Provide Final O&M Manual for UV System.
2. Provide Spare Parts Master List and confirm delivery of all spare parts to Owner.
3. Fire Alarm System. Modify installed system to “REPORT ALARMS REMOTELY VIA TELEPHONE”, as noted on Sheet E-31-102 of the Drawings.
4. Sheet W30-101, Line 7. Verify that Line 7 was constructed to the limits shown on this Drawing (40 feet).

2701 MILES RD SE
ALBUQUERQUE, NM 87106
TEL: 505.242.5700
FAX: 505.242.0673

MOLZEN-CORBIN & Associates
ENGINEERS/ARCHITECTS/PLANNERS

November 18, 2009

Mr. Randall Camp
Director, Public Works
Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

RE: **Phase 1A – Solids Handling and Ultraviolet Disinfection Improvements** RUI062-11
Final Inspection and Substantial Completion of Sludge Handling Facilities and Digester

Dear Mr. Camp:

The final inspection was held on November 12, 2009. The final inspection was attended by representatives from the Owner, New Mexico Environment Department, and Engineer (see enclosed attendance sheet). Tatsch Construction was issued two previous Preliminary Punchlists (one in August and the other in October 2009); copies of these punchlists were distributed at the final inspection. Some additional punchlist items were identified at the final inspection, as listed below:

1. Install pipe bollards at PNM transformer as noted on Drawings.
2. Ultraviolet Disinfection Structure: Installed water separator is subject to freezing. The water separator needs to be removed and relocated inside the compressor housing.
3. Ultraviolet Disinfection Structure: UV cable (yellow) on south channel should be wound and tied. Tie to match cables on north channel.
4. Ultraviolet Disinfection Structure: Electrical conduit on south side of channel (sidewalk) is not plugged. Insert pull cord into conduit and plug.

Items Identified by Tatsch Construction

1. Provide Owner training for Digester improvements.
2. Painting – Propane tank relocation gas line.
3. Painting – Install pipe tape markers.
4. Pipe Markers – Install pipe lettering.
5. Replace UV Temporary Transformers.
6. Provide Final O&M Manuals for UV System.
7. Provide Final O&M Manuals for Generator.
8. Provide Spare Parts Master List, and confirm delivery of all spare parts to Owner.
9. Pursue UV Taping Agreement and resolve with Siemens. Schedule UV training follow-up. Follow-up training will be videotaped by Owner's representative.
10. Fire Alarm System – Modify installed system to "REPORT ALARMS REMOTELY VIA TELEPHONE", as noted on Sheet E31-102 of the Drawings.
11. Complete all work shown as "not complete in October Payment Application".

Mr. Randall Camp
November 18, 2009
Page 2

SUBSTANTIAL COMPLETION

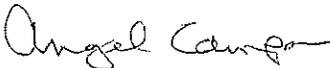
The Owner's representatives, Cleatus Richards, City of Ruidoso Downs, and Randall Camp, Village of Ruidoso, acknowledged Substantial Completion (copy enclosed) of the Sludge Handling System, effective November 12, 2009.

The Engineer will complete the Substantial Completion Certificate(s) for the facilities completed on this project by separate correspondence.

Please call me should you have any questions regarding this communication.

Sincerely,

MOLZEN-CORBIN & ASSOCIATES



Angel Campos
Project Manager

AC:ps
Enclosures

cc: Mr. Cleatus Richards, Public Works Director, City of Ruidoso Downs
Ms. Debi Lee, Village Manager, Village of Ruidoso
Mr. William Morris, Deputy Village Manager, Village of Ruidoso
Mr. Bobby Snowden, WWTP Director, Village of Ruidoso
Mr. Sandy Edens, P.E., Project Manager, New Mexico Environment Department
Mr. Richard A. Rogers, Vice President, Tatsch Construction, Inc.
Mr. Miguel A. Chandler, Project Manager, Tatsch Construction, Inc.

Angel Campos

To: 'Randall Camp'; 'Bobby Snowden'; 'LisaSanchez@ruidoso-nm.gov'
Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester by Ruidoso Downs

December 21, 2009

Cleatus Richards asked me to forward his acceptance regarding substantial completion for the Digester and Blowers. See below.

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Cleatus Richards [mailto:cordpwd@ruidosodowns.us]

Sent: Friday, December 18, 2009 7:07 AM

To: Angel Campos

Subject: Re: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

Angel:
This is to confirm acceptance of substantial completion of Blower and Digester on September 29, 2009.

Cleatus Richards
City of Ruidoso Downs

----- Original Message -----

From: "Angel Campos" <acampos@molzencorbin.com>

To: "'Randall Camp'" <randallcamp@ruidoso-nm.gov>; <cordpwd@ruidosodowns.us>;

'LisaSanchez@ruidoso-nm.gov'; "Bobby Snowden"

<BobbySnowden@ruidoso-nm.gov>

Cc: "Ron Mosher" <rmosher@molzencorbin.com>

Sent: Thursday, December 17, 2009 2:34 PM

Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

December 17, 2009

I am in the process of completing the EPA grant(s) documents which are required with the final drawdown. I have not received a reply regarding acceptable of substantial completed for the digester and blowers of September 29, 2009.

Your immediate response is appreciated.

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Angel Campos
Sent: Monday, November 23, 2009 10:43 AM
To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'LisaSanchez@ruidoso-nm.gov'; 'Bobby Snowden'
Cc: Del Archuleta; Ron Mosher; 'EdensJr, Walter, NMENV'; 'Richard A.Rogers'; 'Miguel
Chandler'
Subject: RE: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

November 23, 2009

RE: Revised Substantial Completion Date

In the Engineer's email of November 20, 2009 the Engineer's Substantial Completion date of September 21, 2009 is not correct. I was reminded by Bobby Snowden that the required blower training was not completed until September 29, 2009. Substantial Completion is revised to September 29, 2009.

Please acknowledge Owner acceptance of Substantial Completion of September 29, 2009 by replying to the request. Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
campos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Angel Campos
Sent: Friday, November 20, 2009 12:49 PM
To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'LisaSanchez@ruidoso-nm.gov'; 'Bobby Snowden'
Cc: Del Archuleta; Ron Mosher; 'EdensJr, Walter, NMENV'; 'Richard A.Rogers'; 'Miguel
Chandler'
Subject: Ruidoso Phase 1A - Substantial Completion for Blowers & Digester

November 20, 2009

TO: Randall Camp, Public Works Director, Village of Ruidoso Cleatus Richards, Public Works
Director, City of Ruidoso Downs

RE: Substantial Completion for Blowers and Digester Structure

Watts Construction is requesting for Substantial Completion of the Blowers and Digester
Structure be considered based on the date that the blowers and digester were placed in
service. The Contract Document requirements that must be met in order to recognize
Substantial Completion are presented

below:

1. Blower Installation - Manufacturer to certify that equipment is installed correctly,
fully functional and ready to be placed in service.
Manufacturer's certification was received on September 17, 2009.

A.2. Blower Training - Provide operator training to plant staff. Training was provided September 29, 2009.

3. Blower Testing - Complete 5-day clean water test. Shakedown testing was completed on August 27, 2009.

B.1. Digester Installation - Manufacturer to certify that equipment is installed correctly, fully functional and ready to be placed in service. Manufacturer's certification was received on September 3, 2009.

B.2. Digester Training - Provide operator training to plant staff. Training is scheduled for December 8, 2009. This training has been recognized as a punchlist item by the Owner.

B.3. Digester Testing - Complete 5-day clean water test. Shakedown testing was completed on August 27, 2009.

B.4. Digester - Fill digester with sludge from old plant digester to start new digester process. Pumping sludge from old digester was completed on September 21, 2009.

SUMMARY:

The Engineer confirms that the blower and digester completion activities noted by Tatsch Construction in their email of November 18, 2009 (email below) are correct. In addition, Bobby Snowden, Plant Manager, confirmed that sludge transferred from the old plant digester to the new digester was completed on September 21, 2009 (email below).

As such, the Engineer recommends that Substantial Completion be the date (September 21, 2009) the new digester structure and blowers were placed in service.

Please acknowledge Owner acceptance by replying to the request. Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
campos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Bobby Snowden [mailto:BobbySnowden@ruidoso-nm.gov]
Sent: Thursday, November 19, 2009 12:29 PM
To: Angel Campos
Subject: RE: Ruidoso 1A - Timing of activities at Digester

It's what my records indicate also as far as original sludge transportation to new digester, Monday September 14th and again on Monday September 21st. Bobby

-----Original Message-----

From: Angel Campos [mailto:acampos@molzencorbin.com]
Sent: Thursday, November 19, 2009 11:07 AM
To: Bobby Snowden
Subject: FW: Ruidoso 1A - Timing of activities at Digester

Bobby,

You mentioned that you kept close tabs on filling of the new digester with sludge from the old digester. Do you agree with the dates noted below.

Please let me know.

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-5700

-----Original Message-----

From: Miguel Chandler [mailto:miguel@tatschconstruction.com]
Sent: Thursday, November 19, 2009 9:29 AM
To: Angel Campos
Cc: Bobby Snowden
Subject: Ruidoso 1A - Timing of activities at Digester

Angel,

I have spoken with our Superintendent Willie Lucero and he's reviewed his log book to provide me with the following information:

1. Clean water shakedown at digester: Started August 17, 2009 and Finished August 27, 2009.
 - a. Pumping sludge from old digester into new digester cell 1 started September 14, 2009.
 - b. Pumping sludge from old digester into new digester cell 2 started September 21, 2009.

I hope this information is useful to you and should you have any questions please advise.

Regards,

Miguel Chandler
Project Manager
Tatsch Construction, Inc.
(505) 538-3704 extension 17
(575) 538-2552 fax
2008 Highway 180 West
Silver City, NM 88061

Angel Campos

To: Richard A.Rogers; Miguel Chandler
'Randall Camp'; cordpwd@ruidosodowns.us; WilliamMorris@ruidoso-nm.gov; EdensJr,
Walter, NMENV; Del Archuleta; Ron Mosher; jwmolzencorbin@windstream.net
Subject: Ruidoso Phase 1A - UV System Substantial Completion - Acceptance by Owner

November 4, 2009

RUI062-11.C40

RE: Ruidoso Phase 1A - UV Facilities
Conditional Substantial Completion
Notice of Owner Acceptance

We have been informed by the Owner that they accept the conditional Substantial Completion of the UV Facilities as present in the email below. The Certificate of Substantial Completion will be released after the Final Inspection is held. Presently, the Final Inspection is tentatively scheduled for November 12, 2009. This conditional Substantial Completion is acknowledged to start on November 4, 2009.

Please call me should you have any questions regarding this communication.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
campos@molzencorbin.com
(505) 242-5700

From: Angel Campos
Sent: Wednesday, November 04, 2009 7:43 AM
To: 'Randall Camp'; 'cordpwd@ruidosodowns.us'; 'Bobby Snowden'; WilliamMorris@ruidoso-nm.gov;
'LisaSanchez@ruidoso-nm.gov'
Cc: 'EdensJr, Walter, NMENV'; Del Archuleta; 'Richard A.Rogers'; 'Miguel Chandler'; Eric Sorenson; Ken Muller; Ron Mosher; Michelle Salas
Subject: Ruidoso Phase 1A - UV System Substantial Completion

November 4, 2009

RE: Substantial Completion of Ultraviolet Disinfection System
Request of Owner Acceptance of Substantial Completion

The Ultraviolet Disinfection System (UV) five-day test period was completed on November 3, 2009. Plant operators collected daily samples and tested the effluent after disinfecting with the UV system.

Test Results

1. October 29
 - a. E-coli results: 3 colonies/100 ml
 - b. TSS: 11 mg/l
 - c. Flow: 1.707 mgd
2. October 30

- a. E-coli results: 8 colonies/100 ml
 - b. TSS: 12 mg/l
 - c. Flow: 1.373 mgd
3. October 31
- a. E-coli results: 3 colonies/100 ml
 - b. TSS: 17 mg/l
 - c. Flow: 1.83 mgd
4. November 1
- a. E-coli results: 8 colonies/100 ml
 - b. TSS: 14 mg/l
 - c. Flow: 1.664 mgd
5. November 2:
- a. E-coli results: 6 colonies/100 ml
 - b. TSS: 9 mg/l
 - c. Flow: 1.726 mgd

UV Specification Requirement

Reduce the E. coli count to less than 126 cfu per 100 ml geometric means for any 30-day period . The 5-day test results are within specification requirements.

UV System Training

The UV system representative was on site the afternoon of November 3, 2009 and completed training to the plant operators. Bobby Snowden, Plant Manager confirmed that the UV system training was complete and acceptable.

UV System Installation Certification

Per the Contract Documents, the Engineer has requested for Tatsch Construction to certify in writing from the UV manufacturer that the UV system is installed correctly, fully functional and ready to be placed in service. Tatsch Construction has requested this certification from Siemens, UV System manufacturer.

Substantial Completion

This Substantial Completion is a conditional Substantial Completion. Tatsch Construction understands and has acknowledged to provide the following to complete the requirements of the Contract Documents:

1. Submit revised Final O&M Manual
2. Replace temporary transformers next week
3. Provide generator training next week
4. Provide instrumentation/controls training next week
5. Provide written certification from the UV manufacturer that the UV system is installed correctly, fully functional and ready to be placed in service.

Note: The instrumentation/control system and the emergency generator were field tested to support the UV system. These tests were confirmed by the Engineer.

Acceptance by Owner

The Engineer discussed Substantial Completion of the UV System with the Owner's representatives, Randall Camp, Village of Ruidoso and Cleatus Richards, City of Ruidoso Downs. As explained to them, the Engineer confirmed with Bobby Snowden that the UV System is completely operational and that the operators can operate and control the UV stem.

This is to confirm verbal approval given to Molzen-Corbin by Cleatus Richards and Randall Camp regarding Substantial Completion acceptance of the UV System based on the above. The Engineer request confirmation from the Owner of Substantial Completion acceptance of the UV System. Tatsch Construction will be notified of the conditional Substantial Completion upon acceptance from the Owner's representatives.

Removal of Existing Chlorination System and Structures

The existing chlorination system and structures may be removed and demolished after receipt of the Owner acceptance of the UV System. The existing one ton chlorine gas containers and 150-pound SO2 cylinders must be removed by the chlorine supplier. Bobby Snowden reports that the supplier will remove the containers sometime next week. A pickup date will be confirmed later this week. This means that the entire existing chlorination facilities cannot be removed. With the one ton containers on site, it appears that the chlorine contact basin structure and part of the chlorination building can be removed.

We are requesting written authorization for the Phase 1B Contractor to start demolition of the chlorine contact basin and associated piping. The Phase 1B Contractor may also remove part of the chlorination building not associated with the stored one-ton chlorine cylinders.

Your immediate response is requested. After receipt of the conditional acceptance of the UV System and approval for the partial removal and demolition of the existing chlorination system, the Engineer will inform the Phase 1B Contractor to start the removal of the chlorine contact basin.

Please call me should you have any questions regarding this request.

Sincerely,

Angel Campos
Molzen-Corbin & Associates
acampos@molzencorbin.com
(505) 242-570

Angel Campos

From: Cleatus Richards [cordpwd@ruidosodowns.us]
nt: Friday, November 13, 2009 11:08 AM
nt: Angel Campos
to: miguel@tatschconstructioninc.com; Randy Camp
Cc:
Subject: Substantial completion-Sludge Handling System-Phase 1A RWWTP-Tatsch Construction

Angel:
This is to confirm approval of Substantial Completion of the Sludge Handling System -Phase 1A RWWTP constructed by Tatsch Construction effective November 12, 2009: said date being 80 calendar days beyond the required contract completion date of August 24, 2009.

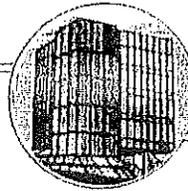
This approval is made on behalf of Randall Camp, for the Village of Ruidoso and Cleatus Richards for the City of Ruidoso Downs

Cleatus Richards

Tatsch Construction, Inc.

GENERAL CONTRACTORS

Licenses: NM 15206, AZ 074121 & 074122



208 Highway 180 West
Silver City, NM 88061

Phone: 575-538-3704 Fax: 575-538-2552

www.tatschconstruction.com

13 November, 2009

Randall Camp
Village of Ruidoso
313 Cree meadows Drive
Ruidoso, NM 88345

Fax: 1-575-258-5361
Email: randallcamp@ruidoso-nm.gov

Re: Phase 1A - Sludge Handling and Ultraviolet Disinfection Facilities – 2008
Ruidoso Downs, NM
Substantial Completion

Dear Mr. Camp:

This is to inform the Owner for the above mentioned project that we have been informed that the Waste Water Plant Operators have placed the Sludge Thickening equipment into service prior to our receipt of a formal Certificate of Substantial Completion from the Owner. An email communication was expected by us. As of 2:28 P.M. we have not received any communication on substantial completion from the Owner or Engineer. This request for substantial completion on the Sludge Thickening system was made at the monthly meeting on November 12, 2009. The Owner was to formally accept substantial completion prior to operating the Thickening equipment installed by Tatsch Construction.

The Operators have operated the Thickening equipment on this date of November 13, 2009 as confirmed by our Superintendent Willie Lucero via Waste Water Treatment plant operator Alfredo at 2:00 P.M.

The Owner, by its actions, has constructively taken possession of the units and the date of Substantial Completion is therefore set at 12 November 2009.

Sincerely,

A handwritten signature in cursive script, appearing to read "Miguel A. Chandler".

Miguel Chandler
Project Manager

EXHIBIT 4

**AFFIDAVIT OF PAYMENT
AND
RELEASE OF LIENS**

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801022 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$7,154.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Rio Grande Landscapes

Name of sole ownership, corporation or partnership

JANIE CORLEY
Name of Authorized Representative

Bus. Mgr.
Title

Janie Corley
Signature of Authorized Representative

Date

REC 10 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801031 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$59,801.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

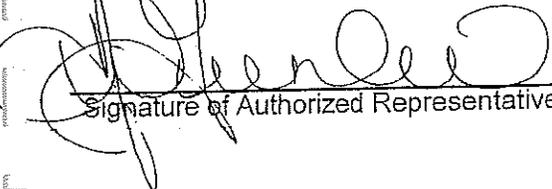
The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Post-Tensioning Reinforcing Services
Name of sole ownership, corporation or partnership

Antoinette Greenlee
Name of Authorized Representative

V.P. of Operations
Title


Signature of Authorized Representative

02-05-10
Date

010 - 5 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801081 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$5,900.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Daylighting Solutions

Name of sole ownership, corporation or partnership

J HERRY ABBOTT
Name of Authorized Representative

PRESIDENT
Title


Signature of Authorized Representative

2-4-2010
Date

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801023 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$84,171.60 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Constructors, Inc.

Name of sole ownership, corporation or partnership

Dachelle Thompson

Name of Authorized Representative

Dachelle Thompson

Signature of Authorized Representative

Secretary

Title

2/8/10

Date



AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801161 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$1,471,753.16 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

U.S. Electrical Corporation
Name of sole ownership, corporation or partnership

James J. Garcia
Name of Authorized Representative

President
Title

James J. Garcia
Signature of Authorized Representative

2/5/2010
Date

FEB - 9 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801091 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$204,163.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

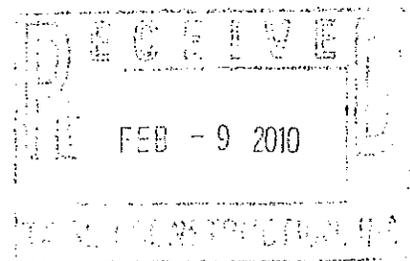
Bogan Brothers Painting Company, Inc
Name of sole ownership, corporation or partnership

Phil Chynoweth
Name of Authorized Representative

President
Title

Phil Chynoweth
Signature of Authorized Representative

2/8/10
Date



AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801041 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$86,147.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

R.S. Masonry, Inc.

Name of sole ownership, corporation or partnership

Patricia M Saponaro

Name of Authorized Representative

Vice President

Title

[Signature]

Signature of Authorized Representative

2-3-2010

Date

FEB 13 2010

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A – Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801151 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$133,301.35 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Polson & Grady, Ltd

Name of sole ownership, corporation or partnership

William Keith Blazer

Name of Authorized Representative

V. P.

Title

William Keith Blazer

Signature of Authorized Representative

2/16/10

Date

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801082 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$12,792.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

Overhead Door Company of Las Cruces
Name of sole ownership, corporation or partnership

JENNIFER M MINTON
Name of Authorized Representative

V.P
Title

J. M. Minton
Signature of Authorized Representative

2-4-10
Date

AFFIDAVIT OF PAYMENT AND RELEASE OF LIENS

To All Whom It May Concern, To The Following I Do Solemnly Swear And Affirm:

WHEREAS, the undersigned has been employed by Tatsch Construction, Inc. to furnish labor and materials for the Phase 1A - Sludge Handling and UV Facilities-Ruidoso WWTP work, under a contract XP-976307-01 Subcontract Agreement S0801141 for improvement of the premises described as Wastewater Treatment Plant the Village of Ruidoso, County of Lincoln, State of New Mexico of which, Village of Ruidoso is the Owner.

NOW, THEREFORE, this 31st day of January, 2010 for and in consideration of the sum of \$50,644.00 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described premises by virtue of said contract.

The undersigned, as Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his/her property might in any way be held responsible.

The undersigned hereby certifies that all work required to be done under terms of the above-described Contract has been fully performed and completed in conformance with the Contract and that applicable provisions of the New Mexico Public Works Minimum Wage Act (§ 13-4-11 NMSA 1978) have been met.

EXCEPTIONS

CraneCare, Inc
Name of sole ownership, corporation or partnership

Lisa May
Name of Authorized Representative

General Mgr
Title

Lisa May
Signature of Authorized Representative

2-18-10
Date

EXHIBIT 5

**CERTIFICATE OF OCCUPANCY
(Original and Copy)**

**BUILDING PERMIT – INSPECTION
SIGN-OFF SHEET**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT TO OWNER
VILLAGE OF RUIDOSO**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT TO OWNER
CITY OF RUIDOSO DOWNS**

Tatsch Construction, Inc.

GENERAL CONTRACTORS

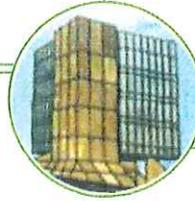
Licenses: NM 15206, AZ 074121 & 074122

Transmittal

208 Highway 180 West
Silver City, NM 88061

Phone: 575-538-3704 Fax: 575-538-2552

www.tatschconstruction.com



15 February 2010

Molzen-Corbin & Associates
2701 Miles Road, SE

Albuquerque, NM 87106

Re: **Ruidoso Waste Water Treatment Plant – Phase 1A**

Attention: **Angel Campos**

Fax: 1-505-242-0673

By this form and/or attached herewith we are sending you the following:

Description	
1 Original	Certificate of Occupancy
1 Copy	Certificate of Occupancy
2 Copies	Building Permit – Inspection Sign Off sheet

RECEIVED

FEB 16 2010

MOLZEN-CORBIN & ASSOCIATES

Comments:

Copies to: TCI File – 1 ea.

By: Miguel Chandler
Miguel Chandler, Project Manager

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
GENERAL CONSTRUCTION BUREAU

No 13741

X THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.
PERMANENT _____ TEMPORARY, _____ EXPIRATION DATE _____

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF
OCCUPANCY GROUP F-1 AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

26675 US Highway 70 Ruidoso, N.M.

BUILDING ADDRESS

Ruidoso Down Regional WWTP Joint 26675 US Highway 70 Ruidoso, N.M.

NAME AND ADDRESS OF OWNER

Tatsch Construction Inc.

NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)

IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

2008034063

BUILDING PERMIT NUMBER

Total

PORTION OF BUILDING

Matt Seely

INSPECTOR'S NAME

11/18/09

DATE

COMMENTS



COPY

No 13741

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
GENERAL CONSTRUCTION BUREAU

THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.
_____ PERMANENT _____ TEMPORARY, _____ EXPIRATION DATE
X

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF
OCCUPANCY GROUP F-1 AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

26675 US Highway 70 Ruidoso, N.M.
BUILDING ADDRESS

Ruidoso Down Regional WWTP Joint 26675 US Highway 70 Ruidoso, N.M.
NAME AND ADDRESS OF OWNER

Tatsch Construction Inc.
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S)

IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

2008034063
BUILDING PERMIT NUMBER

Total
PORTION OF BUILDING

Matt Seely
INSPECTOR'S NAME

11/18/09
DATE

COMMENTS

795-1625

Field Original
COPY

POST IN A CONSPICUOUS PLACE

NOTICE

BUILDING PERMIT NO: 2008034063

1-877-243-0979

PERMIT NAME: WASTE WATER PLANT

Has Been Issued For This Construction By The

BUILDING ADDRESS

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
GENERAL CONSTRUCTION BUREAU

STREET ADDRESS REQ.

26675 US HIGHWAY 70
RUIDOSO, NM

OWNER: RUIDOSO DOWN REGIONAL WWTP JOINT

PHONE:

ADDRESS: 26675 US HIGHWAY 70

OCCUPANCY: FACTORY MOD-HAZARD

CITY STATE: RUIDOSO, NM

TYPE CONSTR: TYPE_II B

CONTRACTOR: TATSCH CONSTRUCTION INC.

LICENSE #: 15206

ADDRESS: 208 HIGHWAY 180 WEST

PHONE: 5055383704

CITY STATE: SILVER CITY, NM

ECT:

DIRECTIONS:

INSPECTOR: TOM MAESE

PHONE: 523-1868

PERMIT ISSUE DATE: 10/03/2008

SQUARE FOOTAGE: 0

DESCRIPTION OF WORK: INDUSTRIAL

VALUATION: 6794274

This is a General Construction Permit and does not cover electrical or mechanical permit requirements for the State of New Mexico.

Record of Inspections

GENERAL BUILDING		ELECTRICAL		MECHANICAL	
DATE	PURPOSE	DATE	PURPOSE	DATE	PURPOSE
12/10/08	Tech Support (M)	2-2-09	RT Stem verify and	4-2-09	116v RT-Passed-under Slab
12/15/08	Foundation DEFLECT (M)		dispense Test of RT		M/J/T/ready
1/14/09	Sludge Bldg Footing (M)	3-4-09	Direct Bank OK (M)		
1/21/09	5: cement on Sludge Bldg (M)	3-25-09	Slab OK (M)	7/28/09	Mech RT Sludge Processing of 15
1/21/09	" " Digest (M)	5-20-09	RT Blackwater (M)	8/5/09	Mech Final Sludge Processing of 15
2/24/09	UV Structure Foundation (M)	6-18-09	Final OK (M)	8/13/09	Gas Final Sludge Processing of 15
3/11/09	UV Inlet Box Steel (M)			10/15/09	Gas Final Sludge Processing of 15
5/15/09	Slab - Center Ection Sludge Bldg (M)				Moved line tested at 5/15/09
5/13/09	Band Beam (M)				
6/10/09	Frame Electrical Rm (M)				

NOTICE: IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER TO CALL FOR THE REQUIRED INSPECTIONS IN ADVANCE PLEASE WAIT FOR THE INSPECTOR TO PREFORM THE INSPECTION.

NOTICE: If no inspections are performed within 180 days the permit will expire and will be required to be renewed at full price.

EXTRA PAGES HERE FOR ADDITIONAL SIGNATURES.

Tatsch Construction, Inc.

GENERAL CONTRACTORS

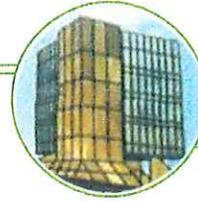
Licenses: NM 15206, AZ 074121 & 074122

Transmittal

208 Highway 180 West
Silver City, NM 88061

Phone: 575-538-3704 Fax: 575-538-2552

www.tatschconstruction.com



15 February 2010

Molzen-Corbin & Associates
2701 Miles Road, SE

Albuquerque, NM 87106

Re: **Ruidoso Waste Water Treatment Plant – Phase 1A**

Attention: **Angel Campos**

Fax: 1-505-242-0673

By this form and/or attached herewith we are sending you the following:

	Description
1 Original	Consent of Surety Company to Final Payment to Owner Village of Ruidoso
1 Original	Consent of Surety Company to Final Payment to Owner City of Ruidoso Downs

RECEIVED

FEB 16 2010

MOLZEN-CORBIN & ASSOCIATES

Comments:

Copies to: TCI File – 1 ea.

By: Miguel Chandler
Miguel Chandler, Project Manager

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Phase 1A – Sludge Handling and UV Facilities – Ruidoso WWTP Project

Location: Ruidoso, New Mexico

A/E#: Molzen-Molzen-Corbin & Associates

TO (Owner): Village of Ruidoso

Address: 313 Cree Meadows Drive

City/ State/ Zip: Village of Ruidoso, NM 88345

Contractor: Tatsch Construction

Contract Date: 9/22/08

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Safeco Insurance Company of America
Safeco Plaza
Seattle, WA 98185

, Surety Company,

on bond of (here insert name and address of Contractor)

Tatsch Construction, Inc.
208 Highway 180 West
Silver City, NM 98185

, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Village of Ruidoso, Owner, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 9th day of February, 2010

Safeco Insurance Company of America
Surety Company


Signature of Authorized Representative

Shirley A. Talley, Attorney-In-Fact
Title

Attest:
(Seal)





POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 4341

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

SUSAN D. MARTIN; DAVID C. MITCHIE; THOMAS M. PADILLA; SHIRLEY A. TALLEY; Albuquerque, New Mexico

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of February, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Phase 1A – Sludge Handling and UV Facilities – Ruidoso WWTP Project

Location: Ruidoso, New Mexico

A/E#: Molzen-Molzen-Corbin & Associates

TO (Owner): City of Ruidoso Downs

Address: 122 Downs Drive, PO Box 348

City/ State/ Zip: Ruidoso Downs, NM 88346

Contractor: Tatsch Construction, Inc. Contract Date: September 22, 2008

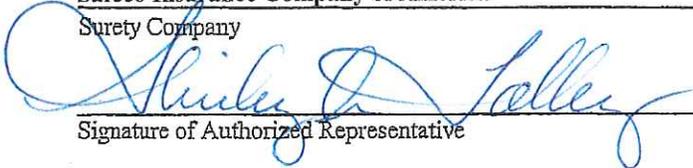
In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Safeco Insurance Company of America, Surety Company,
Safeco Plaza, Seattle, WA 98185

on bond of (here insert name and address of Contractor)
Tatsch Construction, Inc., Contractor,
208 Highway 180 West, Silver City, NM 88061

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to the City of Ruidoso Downs, Owner,
as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 19th day of January, 2010

Safeco Insurance Company of America
Surety Company

Signature of Authorized Representative

Shirley A. Talley, Attorney-In-Fact
Title


Attest: 
(Seal)



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 4341

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

SUSAN D. MARTIN; DAVID C. MITCHIE; THOMAS M. PADILLA; SHIRLEY A. TALLEY; Albuquerque, New Mexico

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

Timothy A. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of January, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

EXHIBIT 6

**RECORD DRAWINGS &
O&M MANUALS**

**CERTIFICATION OF PROJECT
ACCEPTANCE AND PERFORMANCE**

RECORD DRAWINGS & O&M MANUALS

Local Authority: Village of Ruidoso

Address: 313 Cree Meadows Drive, Ruidoso, NM 88345

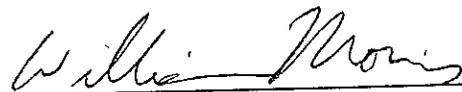
Project Name: Phase 1A - Sludge Handling and UV Facilities - Ruidoso WWTP

Project Number: XP-976307-01

This letter confirms that Village of Ruidoso has received a full set of reproducible record drawings for the referenced project as required by the grant/loan agreement. The Drawings of Record do not differ substantially from the plans approved for construction and have been accepted by the Village of Ruidoso. The Drawings of Record are on file at Village Hall and available for review by NMED. We also confirm that we have received an acceptable, complete set of Operation & Maintenance Manuals for equipment installed with this project.

William Morris

Name¹



Signature

3/9/10

Date

1 Signed by the Grantee Representative or Signatory Authority

CERTIFICATION OF PROJECT ACCEPTANCE AND PERFORMANCE

Local Authority (Grantee): Village of Ruidoso

Address: 313 Cree Meadows Drive, Ruidoso, NM 88345

Project Number: XP-976307-01

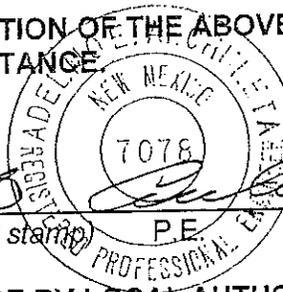
I, Adelmo Archuleta, of the firm of Molzen-Corbin & Associates, a Registered Professional Engineer in the State of New Mexico, and project engineer for the above referenced local authority, for certain improvements consisting of Phase 1A – Sludge Handling and UV Facilities – Ruidoso WWTP Improvements do hereby certify that I have inspected the project and to the best of my knowledge it was substantially completed according to plans and specifications and/or duly authorized change orders.

The Contractor on this job is Tatsch Construction

I DO HEREBY CERTIFY SUBSTANTIAL COMPLETION OF THE ABOVE REFERRED TO IMPROVEMENTS AND RECOMMEND ACCEPTANCE

Dated this 8 day of March, 2010.


(Signature and stamp)



ACCEPTANCE AND CERTIFICATION OF PERFORMANCE BY LOCAL AUTHORITY:

As required by the Clean Water Act under Title II, Section 204(d) and 40CFR 35.2218(c), the Village of Ruidoso (Grantee) certifies that the project built under EPA XP-966307-01 does meet the design specifications, effluent limitations, and all other project performance standards.

I DO HEREBY CERTIFY THAT THE PROJECT HAS BEEN COMPLETED AND IS OPERATIONAL AND HAS BEEN ACCEPTED BY THE GRANTEE.

Dated this 9 day of March, 2010


Senior Deputy Village Manager

(Signature and Title, Grantee Authorized Representative)

The warranty period is from (see below) to (see below).

- From 9/29/2009 to 9/29/2010: Digester Blowers, Aerobic Digester Structure and Associated Electrical Work
- From 11/04/2009 to 11/04/2010: UV Disinfection Facilities and Associated Electrical Work
- From 11/12/2009 to 11/12/2010: Sludge Thickening/Dewatering Facilities, Temporary Waste Activated Sludge Pump Station, Two Drain Lift Stations and Associated Electrical Work